

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I declare that:

My residence, post office address and citizenship are as stated below next to my name; I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural inventors are named below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**METHODS AND DEVICES FOR PROTECTING A PASSAGEWAY IN A
BODY WHEN ADVANCING DEVICES THROUGH THE PASSAGEWAY**

the specification of which was filed on March 9, 2000 and is identified as U.S. Patent Application No. 09/522,316.

I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56. I claim foreign priority benefits under Title 35, United States Code, Section 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application(s) for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)

<u>Application No.</u>	<u>Country</u>	<u>Date of Filing</u>	<u>Priority Claimed</u> <u>Under 35 USC 119</u>
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I hereby claim the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below:

<u>Application No.</u>	<u>Filing Date</u>	<u>Status</u>
------------------------	--------------------	---------------

I claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

<u>Application No.</u>	<u>Filing Date</u>	<u>Status</u>
------------------------	--------------------	---------------

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

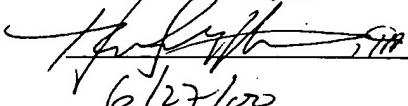
Jens E. Hoekendijk, Reg. No. 37,149
Michael J. Lynch, Reg. No. 36,403
James M. Heslin, Reg. No. 29,541
Mark D. Barrish, Reg. No. 36,443

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Full name of sole or one joint inventor:

Hanson S. Gifford, III

Inventor's signature:



6/27/00

Date:

Residence & Post Office Address:

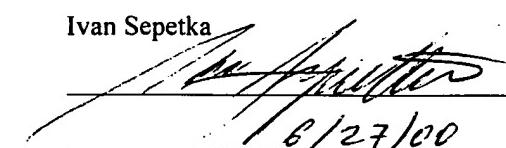
3180 Woodside Road
Woodside, CA 94062

Citizenship:

United States

Full name of sole or one joint inventor:

Ivan Sepetka



6/27/00

Date:

Residence & Post Office Address:

346 Costello Court
Los Altos, CA 94024

Citizenship:

United States

Full name of sole or one joint inventor:

Mark E. Deem



6/28/00

Date:

Residence & Post Office Address:

216 B Palo Alto Avenue
Mountain View, CA 94041

Citizenship:

United States

Full name of sole or one joint inventor:

Douglas S. Sutton



6/27/00

Date:

Residence & Post Office Address:

1595 Adobe Drive
Pacifica, CA 94044

Citizenship:

United States

Full name of sole or one joint inventor: Allan R. Will

Inventor's signature: _____

Date: _____
Residence & Post Office Address: 23 Bellbrook Way
Atherton, CA 94027

Citizenship: United States

Full name of sole or one joint inventor: Martin S. Dicke



4/27/00

Inventor's signature: _____
Date: _____
Residence & Post Office Address: 21105 Hazelbrook Drive
Cupertino, CA 95014

Citizenship: United States

Full name of sole or one joint inventor: Sunmi Chew



4/27/00

Inventor's signature: _____
Date: _____
Residence & Post Office Address: 312 William Street
San Jose, CA 95112

Citizenship: United States

Citizenship: United States

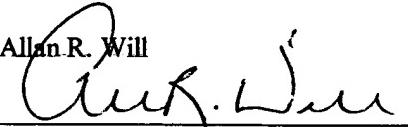
Full name of sole or one joint inventor: Douglas S. Sutton

Inventor's signature: _____

Date: _____

Residence & Post Office Address: 1595 Adobe Drive
Pacifica, CA 94044

Citizenship: United States

Full name of sole or one joint inventor: Allan R. Will


Inventor's signature: _____

Date: _____

Residence & Post Office Address: 23 Bellbrook Way
Atherton, CA 94027

Citizenship: United States

Full name of sole or one joint inventor: Martin S. Dieck

Inventor's signature: _____

Date: _____

Residence & Post Office Address: 21105 Hazelbrook Drive
Cupertino, CA 95014

Citizenship: United States

Full name of sole or one joint inventor: Sunmi Chew

Inventor's signature: _____

Date: _____

Residence & Post Office Address: 312 William Street
San Jose, CA 95112

POWER OF ATTORNEY BY ASSIGNEE

The Foundry LLC, a Delaware corporation, located at 604-D, is the Assignee of the invention entitled: **METHODS AND DEVICES FOR PROTECTING A PASSAGEWAY IN A BODY WHEN ADVANCING DEVICES THROUGH THE PASSAGEWAY**, the specification of which was filed on March 9, 2000 and identified as U.S. Patent Application No. 09/522,316.

The Assignment accompanying this Power of Attorney has been reviewed by the undersigned. The undersigned certifies that to the best of the undersigned's knowledge and belief, title is in the Assignee.

Assignee hereby appoints the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Jens E. Hoekendijk, Reg. No. 37,149
Michael J. Lynch, Reg. No. 36,403
James M. Heslin, Reg. No. 29,541
Mark D. Barrish, Reg. No. 36,443

Send Correspondence to:	Direct Telephone Calls to:
Jens E. Hoekendijk 265 San Anselmo Avenue San Francisco, CA 94127 Telephone: 415-753-3376	Jens E. Hoekendijk Reg. No. 37,149 Telephone: (415) 753-3376

ZEPHYR MEDICAL, INC.

Date: 6/27/02

By: 

Hanson S. Gifford, III
President



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS.
Washington, D.C. 20231**

SEPTEMBER 28, 2000

PTAS

JENS E. HOEKENDIJK
265 SAN ANSELMO AVENUE
SAN FRANCISCO, CALIFORNIA 94127



101432005A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
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REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/20/2000

REEL/FRAME: 010988/0281
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GIFFORD, HANSON S., III

DOC DATE: 06/27/2000

ASSIGNOR:

SEPTEKA, IVAN

DOC DATE: 06/27/2000

ASSIGNOR:

DEEM, MARK E.

DOC DATE: 06/27/2000

ASSIGNOR:

SUTTON, DOUGLAS S.

DOC DATE: 06/27/2000

ASSIGNOR:

WILL, ALLAN R.

DOC DATE: 06/27/2000

ASSIGNOR:

DIECK, MARTIN S.

DOC DATE: 06/27/2000

ASSIGNOR:

CHEW, SUNMI

DOC DATE: 06/27/2000

010988/0281 PAGE 2

ASSIGNEE:

FOUNDRY LLC, THE
604-D FIFTH AVENUE
REDWOOD CITY, CALIFORNIA 94063

SERIAL NUMBER: 09522316
PATENT NUMBER:

FILING DATE: 03/09/2000
ISSUE DATE:

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

08-15-2000

PATENT

Attorney Docket No. 001-004

FORM PTO-1595

RECORI

(Rev. 6-93)

1

OMB No. 0651-0011 (exp. 4/94)



101432005

EPT. OF COMMERCE
and Trademark Office

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hanson S. Gifford, III
Ivan Septeka
Mark E. Deem
Douglas S. Sutton
Allan R. Will
Martin S. Dieck
Sunmi Chew

Additional name(s) of conveying party(ies) attached?
[] Yes [X] No

3. Nature of conveyance:

[X] Assignment [] Merger
[] Other _____

Execution Date: June 27, 2000

4. Application number(s) or patent number(s): 09/522,316, filed March 9, 2000

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JENS E. HOEKENDIJK

Internal Address:
265 San Anselmo Avenue
San Francisco, CA 94127

Street Address:
265 San Anselmo Avenue
San Francisco, CA 94127

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00
[] Enclosed

[X] Authorized to be charged to deposit account

8. Deposit Account No.: 50-1247
(duplicate attached)

08/15/2000 DC
01 FC:581

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jens E. Hoekendijk

Name of Person Signing
Registration No.: 37,149

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner for Patents, Box Assignments
Washington, D.C. 20231

OPP/FINNANCE

AM JUL 20 PM 11:52

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, HANSON S. GIFFORD, III; IVAN SEPETKA; MARK E. DEEM; DOUGLAS S. SUTTON; ALLAN R. WILL; MARTIN S. DIECK and SUNMI CHEW, hereinafter referred to as "Assignors," are the inventors of the invention described and set forth in the below identified application for United States Letters Patent:

Title of the Invention: METHODS AND DEVICES FOR PROTECTING A PASSAGEWAY IN A BODY WHEN ADVANCING DEVICES THROUGH THE PASSAGEWAY

Filing date: March 9, 2000

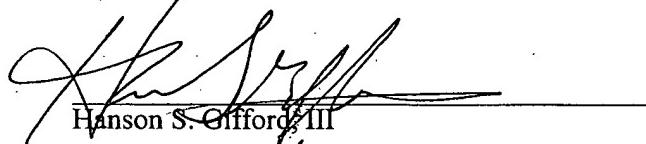
Application No.: 09/522,316

WHEREAS, THE FOUNDRY LLC, a Delaware corporation, located at 604-D Fifth Avenue, Redwood City, California 94063, hereinafter referred to as "Assignee," is desirous of acquiring an interest in the invention and application and in any Letters Patent and Registrations which may be granted on the same:

For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents does assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and all future improvements thereon, and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interests to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

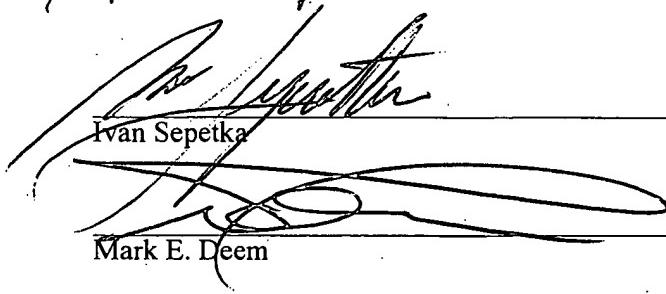
Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.



Hanson S. Gifford, III

6/27/00
Date



Ivan Sepetka

6/27/00
Date
6/28/00
Date

Mark E. Deem

Mark E. Deem

Date

Douglas S. Sutton

A handwritten signature in black ink, appearing to read "Douglas S. Sutton".

Allan R. Will

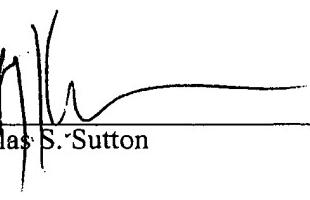
Date

Martin S. Dieck

Date

Sunmi Chew

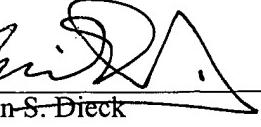
Date


Douglas S. Sutton

6.27.00

Date

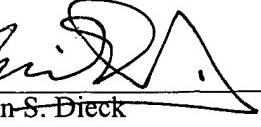
Allan R. Will


Allan R. Will

Date

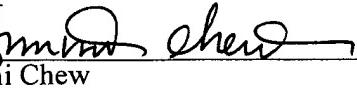
6/27/00

Date


Martin S. Dieck

6/27/00

Date


Sumni Chew

6/27/00

Date



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JANUARY 17, 2001

PTAS

PRESIDENT, ZEPHYR MEDICAL, INC.
GREGORY D. BIBBES
604-D FIFTH AVENUE
REDWOOD CITY, CALIFORNIA 94063



101519369A

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 11/02/2000

REEL/FRAME: 011237/0627
NUMBER OF PAGES: 6

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ZEPHYR MEDICAL, INC.

DOC DATE: 10/27/2000

ASSIGNEE:

WILL, ALLAN R.
604-D FIFTH AVENUE
THE FOUNDRY, LLC
REDWOOD CITY, CALIFORNIA 94063

SERIAL NUMBER: 09416309
PATENT NUMBER:

FILING DATE: 10/12/1999
ISSUE DATE:

SERIAL NUMBER: 09522316
PATENT NUMBER:

FILING DATE: 03/09/2000
ISSUE DATE:

011237/0627 PAGE 2

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

11-17-2000

U.S. Department of Commerce
Patent and Trademark Office
PATENT



101519369

11-2-00
**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
 Resubmission (Non-Recordation)
Document ID#
 Correction of PTO Error
Reel # Frame #
 Corrective Document
Reel # Frame #

Conveyance Type

- Assignment Security Agreement
 License Change of Name
 Merger Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
 Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
10 27 00

Name (line 1) Zephyr Medical, Inc.

Name (line 2)

Execution Date
Month Day Year

Second Party

Name (line 1)

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Will, Allan R.

If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2)

Address (line 1) c/o The Foundry, LLC

Address (line 2) 604-D Fifth Avenue

Address (line 3) Redwood City

City California

State/Country 94063

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number **650-298-9500**

Name **President, Zephyr Medical, Inc.**

Address (line 1) **604-D Fifth Avenue**

Address (line 2) **Redwood City, California 94063**

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # **4**

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09/416,309

09/522,316

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month **Day** **Year**

Patent Number(s)

Mark if additional numbers attached

Patent Cooperation Treaty (PCT)

Enter PCT application number

PCT

PCT

PCT

*only if a U.S. Application Number
has not been assigned.*

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **80.00**

**Method of Payment:
Deposit Account**

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gregory D. Bibbes

Name of Person Signing


Signature

11/1/00

Date

GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST, dated as of October 27, 2000, is executed by Zephyr Medical, Inc., a Delaware corporation ("Borrower"), in favor Allan R. Will ("Lender").

A. Pursuant to promissory notes dated June 9, 2000, August 23, 2000 and October 27, 2000 (the "Notes"), Lender has loaned an aggregate principal amount of \$400,000 to Borrower.

B. Borrower owns the applications for letters patent of the United States more particularly described on Schedule 1 annexed hereto and made a part hereof (collectively, the "Patents").

C. As a condition to the execution of the October 27, 2000 promissory note, Lender has required, and Borrower has agreed, that Borrower grant to Lender a security interest in the Patents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign, transfer and convey unto Lender and grant to Lender a security interest in all right, title and interest of Borrower in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, or any patents issuing thereon, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral") to secure the prompt payment, performance and observance of all obligations of Borrower under the Notes (the "Obligations").

Borrower, at Borrower's expense, shall promptly procure, execute and deliver to Lender all documents, instruments and agreements and perform all acts which are necessary, or which Lender may reasonably request, to establish, maintain, preserve, protect and perfect the Collateral, the lien granted to Lender therein and the priority of such lien as of the date hereof or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the preceding sentence, Borrower shall (i) execute all notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and Trademark Office in forms acceptable to Lender and (ii) take all commercially reasonable steps in any proceeding before the Patent and Trademark Office or any similar office or agency, to diligently prosecute or maintain each application of the Patents, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted hereunder or would not be reasonably likely to have a material adverse effect on the ability of Borrower to fully pay, perform and observe the Obligations).

Lender's address is:

Allan R. Will
c/o The Foundry, LLC
604-D Fifth Avenue
Redwood City, CA 94063
Telephone No.: (650) 298-9500
Facsimile No.: (650) 298-9600

IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed as of the day and year first above written.

ZEPHYR MEDICAL, INC.

By: Fritz French

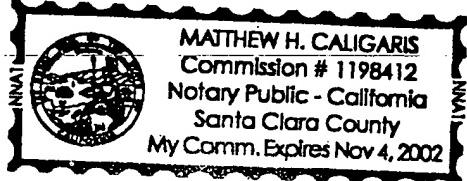
Name: Fritz R. French
Title: President and
Chief Executive Officer

STATE OF CALIFORNIA)
COUNTY OF SAN JOSE)
) SS.

On OCTOBER 30, 2000,
before me, MATTHEW H. LIZIGRIS, personally appeared
Fritz R. French,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in ^{his} her/her/their authorized capacity(ies), and that by his/her/their
signature(s) on such instrument the person or entity on behalf of which the person(s) acted
executed the instrument.

WITNESS my hand and official seal.

Signature Matthew T. Clegg



(Seal)

This certificate is attached to the
Grant of Security Interest dtd 10/27/00
between Zephyr Medical and Aliza R. will

SCHEDULE 1
TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

<u>Title</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Application No.</u>
METHODS AND DEVICES FOR PROTECTING A PASSAGEWAY IN A BODY WHEN ADVANCING DEVICES THROUGH THE PASSAGEWAY.	United States	October 12, 1999	09/416,309
METHODS AND DEVICES FOR PROTECTING A PASSAGEWAY IN A BODY WHEN ADVANCING DEVICES THROUGH THE PASSAGEWAY.	United States	March 9, 2000	09/522,316



UNITED STATES DEPARTMENT OF COMMERCE

Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS.
Washington, D.C. 20231

DECEMBER 26, 2000

PTAS

JENS E. HOEKENDIJK
265 SAN ANSELMO AVENUE
SAN FRANCISCO, CA 94127



101501349A

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 10/06/2000

REEL/FRAME: 011184/0261

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

FOUNDRY, LLC, THE

DOC DATE: 06/26/2000

ASSIGNEE:

ZEPHYR MEDICAL, INC.
604-D FIFTH AVENUE
REDWOOD CITY, CALIFORNIA 94063

SERIAL NUMBER: 09522316
PATENT NUMBER:

FILING DATE: 03/09/2000
ISSUE DATE:

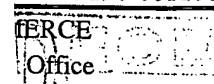
SERIAL NUMBER: 09416309
PATENT NUMBER:

FILING DATE: 10/12/1999
ISSUE DATE:

MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

PATENTocket Nos. 001-004
19196-00110010.6-00
FORM PTO-1595RECORDATION FORM
PATENTS ONLY(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)To the Honorable Comm
Please record the attached original documents or copy thereof.

101501349



OCT 6 2000

1. Name of conveying party(ies):

THE FOUNDRY, LLC

Additional name(s) of conveying party(ies) attached?

[] Yes [X] No

3. Nature of conveyance:

[X] Assignment [] Merger
[] Other _____

Execution Date: August 2, 2000 and June 26, 2000

2. Name and address of receiving party(ies):

Name: ZEPHYR MEDICAL, INC.

Internal Address:

Street Address: 604-D Fifth avenue
City: Redwood City State: CA Zip: 94063

Additional name(s) and address(es) attached?

[] Yes [X] No

4. Application number(s) or patent number(s): 09/522,316, filed March 9, 2000;
09/416,309, filed October 12, 1999.

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JENS E. HOEKENDIJK
265 San Anselmo Avenue
San Francisco, CA 94127

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$80.00

[X] Authorized to be charged to deposit account

[X] Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit Account No.: 50-1247
(duplicate attached)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Jens E. Hoekendijk
Name of Person Signing
Registration No.: 37,149

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents, Box Assignments

Washington, D.C. 20231

11/01/2000 GT0N11 00000032 501247 09522316

01 FC:581

80.00 CH

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, THE FOUNDRY, LLC, of 604-D Fifth Avenue, Redwood City, CA, 94063, hereinafter referred to as "ASSIGNOR," is the owner of all rights in certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: METHODS AND DEVICES FOR PROTECTING A PASSAGEWAY
IN A BODY WHEN ADVANCING DEVICES THROUGH THE
PASSAGEWAY

Filing Date: October 12, 1999

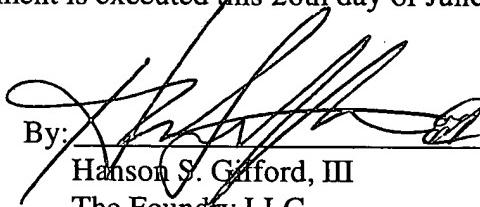
Serial No.: 09/416,309

WHEREAS, ZEPHYR MEDICAL, INC., of 604-D Fifth Avenue, Redwood City, CA, 94063, hereinafter referred to as "ASSIGNEE," wants to acquire an interest in the invention and application and in any Letters Patent and Registrations that may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has assigned, and by these presents does assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, this Assignment is executed this 26th day of June, 2000.


By:
Hanson S. Gifford, III
The Foundry LLC
Title: President & CTO

ASSIGNMENT OF PATENT APPLICATION

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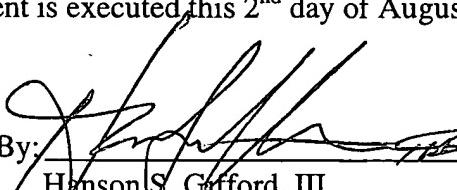
Serial No.: 09/522,316

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IN TESTIMONY WHEREOF, this Assignment is executed this 2nd day of August, 2000.

By: 
Hanson S. Gifford, III
The Foundry, LLC
Title: President & CTO